

REVISED

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
LeClairRyan, A Professional Corporation

2. Registration No.
5901

3. Name of Foreign Principal
Kingdom of Morocco

CRM/ISS/REGISTRATION UNIT
2009 MAR 31 PM 3:55

Check Appropriate Boxes:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.

5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.

6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
The nature and method of performance are described fully in the agreement.


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8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.
The activities the registrant engages in or proposes to engage in on behalf of the above foreign principle are described fully in the attached agreement.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

The political activities are described fully in the attached agreement.

Date of Exhibit B 3/28/09	Name and Title Thomas M. Wolf V.P.	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Type	Invoice	Date	Base	Cost	Change	Total
PAY	wire	03/02/2009	0.00	0.00	-49,975.00	-49,975.00
BILL	312499	12/05/2008	13,815.00	136.70	0.00	13,951.70
PAY	wire	03/02/2009	-13,815.00	-136.70	0.00	-13,951.70
Total	312499	12/05/2008	0.00	0.00	0.00	0.00
BILL	315952	01/09/2009	11,865.00	3.28	0.00	11,868.28
BILL	319397	02/09/2009	25,000.00	0.00	0.00	25,000.00
PAY	wire	03/02/2009	-25,000.00	0.00	0.00	-25,000.00
Total	319397	02/09/2009	0.00	0.00	0.00	0.00
BILL	324918	03/20/2009	50,000.00	0.00	0.00	50,000.00
BILL	324922	03/20/2009	0.00	1,789.95	0.00	1,789.95
GRAND TOTAL			61,865.00	1,793.23	-49,975.00	13,683.23



#5901

December 9, 2008

**CONFIDENTIAL ATTORNEY-CLIENT
PRIVILEGE ASSERTED**

Faiçal R. Laraïchi
The Kingdom of Morocco
c/o Ralph Boussier
Normand & Associés
37, rue Galilée
Paris 75116
FRANCE

CRM/CES/REGISTRATION UNIT

2009 APR - 1 AM 9:28

Re: Engagement of LeClairRyan, A Professional Corporation

Dear Mr. Laraïchi:

Pursuant to our meeting on November 19, 2008, this letter sets forth our Agreement with respect to representation of The Kingdom of Morocco ("Morocco") by our firm, LeClairRyan, a Professional Corporation (the "Firm"). By this letter, we comply with Rule 1.5 of the Rules of Professional Conduct of the District of Columbia Bar, as amended to confirm our Agreement, which covers the twelve month period commencing January 1, 2009, and ending December 31, 2009 (the "Engagement Period"). Rule 1.5 requires that we specify the terms of our engagement in writing. We thank you for the opportunity and privilege to represent Morocco.

The Firm will be available to represent Morocco on public policy and public relations matters at your direction and the direction of such other representatives of Morocco whom you may designate during the engagement period. Such representation shall include advocating the interests of Morocco before the Congress, the Administration, and other governmental and non-governmental entities we may identify to further the interests of Morocco. In addition, the Firm shall also advocate the interests of Morocco among third party organizations representing diverse constituencies of importance to Morocco. For your information, Singleton McAllister and Weldon Rougeau are both members of the District of Columbia Bar and will be responsible for managing this representation, with the assistance of such other attorneys or non-attorney professionals we may assign to work with us. Thomas Wolf, a member of the Bar of Virginia, will also be involved in the representation.

E-mail: Weldon.rougeau@leclairryan.com
Direct Phone: 659.672.6728
Direct Fax: 659.413.4130

1101 Connecticut Avenue, NW, Suite 600
Washington, D.C. 20036
Phone: 202.659.4140 \ Fax: 202.659.4130

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ATTORNEYS AT LAW \ WWW.LECLAIRRYAN.COM

Initially, the Firm will develop for your review and approval a preliminary strategic plan for helping Morocco with government relations in the United States, including facilitating meetings between Moroccan officials and American officials and helping to educate decision-makers in the United States about the important role of Morocco as an ally, trading partner and favorable venue for commercial investment.

The Firm shall comply with all federal and state laws and regulations applicable to lobbying and any other activities undertaken on behalf of Morocco, including, but not limited to, the Lobbying Disclosure Act of 1995, as amended by the Honest Leadership and Open Government Act of 2007, and regulations and guidance issued thereunder. Moreover, the Firm shall provide to Morocco, prior to the relevant filing deadlines, copies of all reports required by law to be filed with the Congress or any other governmental entity with respect to any activities undertaken by the Firm on behalf of Morocco.

In addition, the Firm will comply with all relevant provisions of the Foreign Agents Registration Act (22 U.S.C. § 611 *et seq.*), which, among other things, requires registration with the United States Attorney General and the submission of copies of this Agreement and any modifications thereto.

Pursuant to our meeting, the Firm's fee for the representation shall be a monthly retainer in the amount of \$25,000.00, payable in advance quarterly amounts of \$75,000.00, beginning January 1, 2009. In addition to our monthly retainer, our quarterly statements will set forth expenses incurred and costs advanced by our Firm on behalf of Morocco. These include, but are not limited to filing fees, postage, domestic travel costs, computer research, long distance telephone calls and photocopies. No employee of the Firm shall undertake international travel at Morocco's expense without the prior written approval of Morocco or its designated representative(s).

Morocco will not pay for, or reimburse the Firm or its employees or agents for any gifts, entertainment, travel or other items provided by the Firm or its employees or agents to any person, including such items given to or associated with Members or staff of Congress, unless the item (i) is permissible under federal law and (ii) has been pre-approved by Morocco. It is our Firm's policy not to advance any substantial costs or expenses, and we may ask you to make direct payment or provide us with necessary funds should such costs or expenses be anticipated.

In our meeting you agreed that if the scope of our services changes, or if in our judgment a fee arrangement different from the foregoing would be appropriate, we will discuss with you a separate fee arrangement for the work we perform. Absent such a discussion, our services will be charged as set forth above.

Faïçal R. Laraïchi
December 9, 2008
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If at any time a potential conflict arises with the Firm's other clients, it is the responsibility of the Firm to notify Morocco of the potential conflict. Morocco and the Firm will discuss appropriate measures to take to address the potential conflict.

It is our understanding that Mr. Ralph Boussier will facilitate payment of the legal fees and expenses associated with our representation in this matter. Accordingly, we will send invoices directly to him.

This Agreement may be terminated by either party upon ninety (90) days prior written notice, and Morocco and the Firm may agree, at any time, to amend or extend this Agreement beyond the Engagement Period on mutually acceptable terms. This agreement shall bind Morocco and the Firm and their respective successors and assigns. It represents the entire understanding between Morocco and the Firm and cannot be changed or amended, unless any such change or amendment is written and signed by Morocco and the Firm, and attached to this Agreement. No act, omission or failure to act by Morocco or the Firm shall constitute a waiver of any right under this Agreement. If the Firm has performed services, reasonably advanced (or agreed to advance) funds, or incurred (or agreed to incur) costs in representation of Morocco's interests prior to its receipt of such notification, the Firm is entitled to be paid and reimbursed for such services, advances, and costs.


The Firm and Morocco acknowledge that this Agreement does not create an employment relationship between them and that the Firm is and shall remain an independent contractor.

If this agreement is satisfactory to you, please sign the enclosed copy of this letter and return it to us. This will evidence Morocco's engagement on the terms and conditions set forth herein.

Sincerely yours,


Singleton B. McAllister


Weldon J. Rougeau


Thomas M. Wolf

Faïçal R. Laraïchi
December 9, 2008
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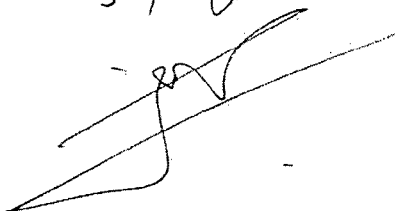
ACCEPTED and AGREED TO this ____ day of _____ 2008.

KINGDOM OF MOROCCO

30th January 2009

By:

Faïçal R. Laraïchi

A large, stylized handwritten signature, likely of Faïçal R. Laraïchi, written in black ink. The signature is fluid and cursive, with a long horizontal stroke extending to the right.